

December 1, 2008

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: HOLLYLYNN FORD, CPPB
STATE CONTRACT PROCUREMENT OFFICER
302-857-4559

SUBJECT: **AWARD NOTICE-Addendum #1-Effective December 1, 2009**
CONTRACT NO. GSS08053-Towing
Towing Services

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KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each Vendors contract shall be valid for a one (1) year period from December 1, 2008 through November 30, 2009. Each contract may be renewed for three (3) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

This contract has been extended for one (1) additional year and is effective through November 30, 2010.

3. VENDORS:

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Fox Run Towing-New Castle County 610 Connor Blvd Bear, DE 19701 POC: Mike DeFino Telephone: 302-834-1200 or 302-740-4010(after 6pm) Fax: 302-834-4077 Email: mdefino@foxrunauto.com Federal E.I.#20-0468704	McKinney's Towing-Kent County 5336 N. Dupont Hwy. Dover, DE 19901 POC: Clarence (Mac) McKinney, Jr. Telephone: 302-734-7584 Fax: 302-734-9285 Email: mckinneystowing@earthlink.net Federal E.I.#: 51-0072639
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4. RESPONSE TIME:

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Vendor is required to arrive at the scene within one (1) hour under normal weather conditions.

5. SERVICE:

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Service is available twenty-four (24) hours a day, seven (7) days a week.

6. PRICING:

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Prices will remain firm for the term of the contract.

DESCRIPTION	<u>Fox Run</u>
NEW CASTLE COUNTY-ZONE 1	
<u>WEEKDAYS</u> 7:00 a.m. to 7:00 p.m. 7:00 p.m. to 7:00 a.m.	\$54 \$59
<u>WEEKENDS</u> 7:00 a.m. to 7:00 p.m. 7:00 p.m. to 7:00 a.m.	\$59 \$64
<u>HOLIDAYS</u> 7:00 a.m. to 7:00 p.m. 7:00 p.m. to 7:00 a.m.	\$59 \$64
DAILY STORAGE FEE AFTER 48 HOURS	\$35
MILEAGE RATE INTO ANOTHER ZONE	\$3
RESPONSE TIME WITHIN THE COUNTY	40 min

DESCRIPTION	<u>McKinneys</u>
KENT COUNTY-ZONE 2	
<u>WEEKDAYS</u> 7:00 a.m. to 7:00 p.m. 7:00 p.m. to 7:00 a.m.	\$55 / \$150 \$55 / \$150
<u>WEEKENDS</u> 7:00 a.m. to 7:00 p.m. 7:00 p.m. to 7:00 a.m.	\$55 / \$150 \$55 / \$150
<u>HOLIDAYS</u> 7:00 a.m. to 7:00 p.m. 7:00 p.m. to 7:00 a.m.	\$55 / \$150 \$55 / \$150
DAILY STORAGE FEE AFTER 48 HOURS	\$45
MILEAGE RATE INTO ANOTHER ZONE	\$3 / \$5
RESPONSE TIME WITHIN THE COUNTY	30 min

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. REQUIREMENTS:

This contract is issued to cover the Towing Services of Passenger Vehicles and Trucks less than 10,000 lbs. GVW and for vehicles weighing more than 10, 000 lbs. GVW for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

12. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

16. TOWING DESTINATION:

Vendor will tow vehicle to his storage facility unless instructed to tow to a different location. Should vendor be required to tow to another zone, the mileage rate will apply.

17. MILEAGE:

Cost per mile will be charged in addition to the flat rate in each zone under the following circumstance:

- Vendor is required to tow from the zone awarded into or through another zone.

Mileage fees will be calculated only on those miles traveled outside the zone vendor is awarded.

18. STORAGE:

Daily storage fees where applicable, will be charged only after the agency has not removed the vehicle from vendor's facility within twenty-four (24) hours after towing.